

ADOT ECS File No. JPA 96-53
ADES File No.
Project: Sale of Fuel

INTERAGENCY SERVICES AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE DEPARTMENT OF ECONOMIC SECURITY

THIS AGREEMENT is entered into 27 June, 1996,
pursuant to the provisions of Arizona Revised Statutes Section 35-148,
between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF
TRANSPORTATION acting by and through its EQUIPMENT SERVICES SECTION
(the "DOT"), and the DEPARTMENT OF ECONOMIC SECURITY, acting by and
through its DIVISION OF BUSINESS AND FINANCE (the "DES").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the DOT.

2. The DES is empowered by Arizona Revised Statutes Section 41-1954 et seq. to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DES.

3. The DES has a requirement for fuel and does not have convenient fueling facilities. The DOT has fueling facilities and has agreed to provide fuel for DES vehicles.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

a. Provide fuel on a self-serve basis to DES vehicles at DOT fueling facilities during normal working hours.

b. Provide the DES appropriate CNG-facility encoded keys and access codes, as well as refueling process and safety training to DES designated vehicle operators.

c. No more often than monthly, invoice the DES with an itemized statement for all fuel dispensed at the prevailing DOT cost at each facility plus five cents per gallon for unleaded and/or diesel fuel and at the prevailing dispenser price for CNG. (CNG pump dispensers calculate CNG in "equivalent gallons").

2. The DES will:

a. Provide the DOT a list of authorized motor vehicles (by license plate number and, for CNG vehicles, also by VIN) and operators, who shall observe all State and DOT rules, regulations and safety procedures while entering, refueling and leaving DOT fueling facilities.

b. Insure operators complete a DOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time unleaded or diesel fuel is purchased.

c. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacle and DOT fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the DOT within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the DES CNG program.

d. Reimburse the DOT for the previous month's invoice for fuel within 30 days after receipt. Be responsible for all costs associated with accidents or damages caused by DES vehicles to DOT property.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Services Administrator
2225 South 22nd Avenue
Phoenix, AZ 85009-6997

Arizona Department of Economic Security
Attn: Joseph M. Adler
1717 W. Jefferson, Site 812Z-1
Phoenix, AZ 85007

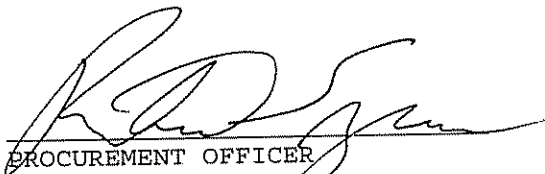
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

Department of Economic Security

Department of Transportation

By



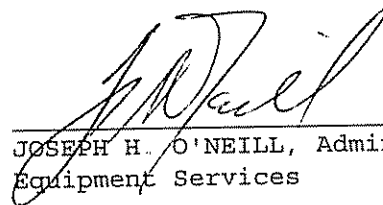
PROCUREMENT OFFICER

for LINDA J. BLESSING, DPA
DIRECTOR

Date

JUN 27 1996

By



JOSEPH H. O'NEILL, Administrator
Equipment Services

Date

6/18/96